

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA

**NOTE:**— There are two Extraordinary issues to the Official Gazette, Series II No. 36 dated 8-12-94 as follows:

1) Extraordinary dated 8-12-94 from pages 557 to 558 regarding Notifications from Revenue Department.

2) Extraordinary No. 2 dated 13-12-94 from pages 559 to 560 regarding Notification from Law (Establishment) Dept. (Office of the Chief Electoral Officer).

### GOVERNMENT OF GOA

#### Department of Cooperation

#### Office of the Asstt. Registrar of Cooperative Societies

#### Order

No. 12-12-76/ARSZ-Consumer/1100

- Read:— 1) Letter dated 5th Aug., 1993 on the working of Cortalim Shipyard Empl. Cons. Coop. Society Ltd., Cortalim Thane-Goa.
- 2) This Office Interim Order No. 12-12-76/ARSZ/Consumer/105 dated 1-9-93.

In virtue of the powers vested in me under Section 102(2) of the Maharashtra Coop. Societies Act 1960 as applied to the State of Goa, the aforesaid Society was called upon to submit its explanation if any within one month from the date of issue of the interim order cited above. Since no reply has been received so far from the Society, I am satisfied that there is no objection to its being taken into Liquidation. Therefore, I, M. A. Desai, Asstt. Registrar of Coop. Societies South Zone, Margao hereby confirm the above mentioned order as per the provision of the Maharashtra Coop. Societies Act 1960 as applied to the State of Goa.

Further, under section 103(1) of the Maharashtra Coop. Societies Act 1960 as applied to the State of Goa, read with Rule 86 of the Coop. Societies Rules 1962, I hereby appoint Shri Anthony Barbosa, Grader/Accessor, Vasco-da-Gama Goa as liquidator of the aforesaid Society with immediate effect.

M. A. Desai, Asstt. Registrar of Coop. Societies (South Zone).

Margao, 22nd November, 1993.

#### Revenue Department

#### Notification

No. 22/151/92-RD

Whereas by Government Notification No. 22/151/92-RD dated 23-11-92 published on pages 994-995 of Series II, No. 50 of the Official Gazette, dated 11-3-93 and in two

newspapers (1) Herald dated 29-11-92 (2) Rashtramat dated 1-12-92 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. improvement of road in Aldona Village (addl. area).

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under the provisions of section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (Dev.) Collectorate of North Goa District, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Dy. Collector (Development), Collectorate of North Goa District, Panaji, till the award is made under section 11.

#### SCHEDULE

(Description of the said land)

Taluka: Bardez

Village: Aldona

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
70/ 1 part	O: Comunidade of Aldona. T: Ramalina Menezes.	165
4 "	O: — do —	100
6 "	O: — do — T: Rosario A. Alvares.	70
8 "	O: — do — T: Luizinho Menezes.	85
52/10 "	O: Francisco B. M. Saldanha. T: Manuel Jose P. D'Souza.	190
70/10 "	O: Comunidade of Aldona. T: Manuel Jose F. D'Souza.	90
201/14 "	O: Comunidade of Aldona. T: Filomena Carvalho.	270

**Boundaries:**

North: S. No. 71/17.  
 South: S. No. 70/12 (Naja).  
 East: Road.  
 West: S. No. 70/1, 4, 6, 8 & 10.

North: S. No. 52/7.  
 South: Road.  
 East: Road.  
 West: S. No. 52/10.

North: S. No. 201/14.  
 South: Road.  
 East: Road.  
 West: S. No. 201/1.

Total ..... 970

By order and in the name of the Governor of Goa.

B. A. Cardozo, Under Secretary (Revenue).

Panaji, 3rd August, 1994.

### Department of Labour

#### Order

No. 28/52/91-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 27th April, 1992.

### IN THE INDUSTRIAL TRIBUNAL, GOVERNMENT OF GOA AT PANAJI

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/26/82

Shri Ramesh Naik — Workman/Party I  
 V/s

M/s Crunet Aerated Waters Pvt. Ltd. — Employer/Party II

Workman represented by Shri Subhas Naik.

Employer represented by Adv. B. G. Kamat.

Panaji, dated: 24-3-1992.

#### A W A R D

In exercise of the powers conferred by clause (a) of sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947, the Lieutenant Governor of Goa, Daman and Diu, by his order No. 28/9/82-ILD dated 24th May, 1982 has referred the following issue for adjudication by this Tribunal:

"Whether the action of the management of M/s Crunet Aerated Waters Pvt. Ltd., Margao, in terminating the services of Shri Ramesh Naik, Operator with effect from 20-11-1981 is legal and justified?"

If not, to what relief the workman is entitled to?"

2. On receipt of this reference a case at No. IT/26/82 was registered and notices were sent to both the parties in response to which they appeared and submitted their pleadings.

3. Party I-Shri Ramesh Naik (hereinafter called as the 'workman'), was appointed as a Operator by party II-M/s Crunet Aerated Waters Pvt. Ltd., (hereinafter called as the 'Management-Company') from 3rd Feb., 1979. However he was given a letter of confirmation on 1st July, 1981. The workman is a Jt. Treasurer of Oxygen & Aerated Water Workers Union and hence he is a protected workman under the prevailing laws in force. However, it is submitted that that the workman's services were terminated w. e. f. 20-11-1981 without conducting any enquiry or without giving any charge sheet and in total disregard to the principles of natural justice. The said order of termination is perverse which has been envisaged to victimise the workman. As such, it has been averred that party II-Management is guilty of unfair labour practice. Prior to 20-11-81, the union had given a charter of demands claiming, among other reliefs, security of service, increase in pay and other emoluments. Accordingly a charter of demands dated 20th December 1981 was placed before the management. In view of the workman's dismissal a conciliation proceedings was initiated before the Commissioner of Labour and Party II was called for discussions. The workman along with the representative of the union attended the conciliation proceedings but the management did not appear nor did it even acknowledge the receipt of the notice addressed to the management. Thereafter the Asst. Labour Commissioner adjourned the proceedings from time to time and the management was again intimated to participate in the discussions.

However, the management did not appear and hence on 6-4-82, a failure report was submitted by the Asst. Labour Commissioner to the Government in response to which the present reference has been made to this Tribunal. Hence, it has been prayed by the workman that the order of his dismissal is illegal and unjustified and hence the same should be set aside and he should be reinstated in service with full back wages and other incidental reliefs.

4. Party II-Management by its Written Statement resisted the workman's claim contending inter alia as follows:

It is denied that the Oxygen and Aerated waters workers Union has a locus standi to sponsor the dispute so as to invest it with the status of industrial dispute or that the said union can claim a representative character in such a way to support the cause of the present workman. It is denied that all the workmen had authorised the same union to represent them or to sponsor any dispute against the management. It is also denied that the President of the said Union has any authority to sign any claim statement on behalf of the Union and/or the workman. Hence on this ground, it has been contended that the present reference is illegal and totally void. It is contended that the Party II-Company carries on business, inter alia as manufacturers of bottlers of soft drinks and for that purpose, it has a factory at Malbhat, Margao-Goa. The Company is manufacturing crunet Mangola, Crunet Orange and Crunet Ginger etc. which are sold under the trade mark of "Crunet". The Company used to work only on a day shift of 8 hours for manufacturing its products till 1978. In the year 1978 the Company was granted a franchise for bottling a soft-drink known as 'Kichapoo' by a proprietary concern M/s Kickapoo Company, New Delhi and hence the Company started bottling and selling the said products from April, 1978. The additional work was done with the help of the existing manpower on over time basis. Thereafter in December, 1978 the Company was successful in obtaining another franchise in Goa for bottling a soft-drink known as "Double Seven" from M/s Modern Bakeries (India) Ltd., New Delhi, for which the business terms and conditions were almost finalised by February, 1979. Hence, there was an increase in the work load on account of the commitments made to the above two Companies. Hence, the management decided to create a post of an 'Operator' for operating filler in the factory. The said post was created on experimental basis and was a temporary one. Hence the services of the present workman were utilised for the additional shift/night shift whenever necessary or used as a spare hand. The management also created a post of full time chemist to look after the quality of the aforesaid new products. Hence, according to the management, the present workman was appointed on a temporary basis from 3-2-1979. However, the temporary employment was extended by letter dated 1st June, 1979 and the workman was appointed as Probationer in the said post from 1st January, 1980. The management has denied the workman's allegation that no enquiry was held before the order of dismissal. According to the Company it was not necessary to hold any enquiry by giving a charge sheet and then passing an order of dismissal. The termination of the

workman's services was not perverse or made to victimise the workman. Hence, the Company cannot be said to be guilty of any unfair labour practice. It has been contended that the new products of 'Kickapoo' and 'Double Seven' did not attract market nor was it even to compete with their products of other companies like 'Thums Up' etc. The Company had invested a huge amount for bottling facilities in the new products by effecting modification of the plant and machinery. However, the new product 'Kickapoo' disappeared from the market in March, 1980 and the other one known as 'Double Seven' by January, 1980. It has been contended that even the productivity of the Company's own product was also very low and the machinery was required to be repaired from time to time. In June, 1981 the management decided to undertake repairs of the plant and machinery and hence the services of the present workman were confirmed w.e.f. 1st July, 1981. That time one Mr. N. M. Langrana of Ahuja Engineering works, Bombay, was invited to inspect the machinery and to find out what repairs could be carried out. He made a thorough inspection and found that the machinery was beyond repairs which would not be helpful for carrying out production of the soft drinks which was the Company's products. He therefore suggested for complete over-hauling or replacement of the machinery. Thereafter on 24th September, 1981, the Company's Acting Manager/Chemist by name Shri M. Keshvamurthy resigned. Even then the Company effected some temporary repairs and started its seasonal working. However, the plant and machinery and equipment started giving acute trouble in operating and there used to be frequent break downs resulting in complete stoppage of work on a number of occasions. The quality of the products was also poor and sub-standard. With this poor product, the Company could not compete with others in the field and hence the Company had to give up its earlier plan to work over time on additional shifts. Thereafter on 12th Nov., 1981 there was a major breakdown in the machinery and the working was totally suspended for 12 days till 23rd Nov., 1981. Under these circumstances, it has been contended that the post of an Operator which this workman was holding was found to be surplus or reluctant as there was not enough work even to work on regular shift of 8 hours. Hence, the said post was abolished and the workman's services were terminated under a letter dated 18th Nov., 1981. Along with the order of termination his legal dues were finally settled and were offered to him. However, the workman refused to receive the letter as well as the cash offered to him towards his final settlement of his claim and hence the said dues were remitted to him by a Money Order on 19th Nov., 1981. It has been contended that the conciliation proceedings are of an administrative nature and the Company was not bound to attend the said proceedings when according to the company, the termination order was perfectly legal and valid. On 25th March, 1982 there was again a breakdown in the plant/machinery and equipment and the same became unworkable. The Company decided to stop working of the factory in order to ascertain the damage caused to the machinery. In the aforesaid circumstances, the Company closed down the factory w.e.f. 29th May, 1982 and terminated the services of all the workmen in the factory according to the provisions of law. Hence, it has been prayed that the Company's action in terminating the workman's services were perfectly legal and valid.

5. Party I- workman then filed a rejoinder in which he controverted all the contentions taken by party II in his Written Statement and reiterated his claim made in his Statement of Claim.

6. On these pleadings, my learned predecessor, Dr. R. Noronha framed the following issues.

1. Whether the workman proves that he is a Jt. Treasurer of the Union and that his dismissal is on account of victimization for the submission by the Union of the Charter of Demands of the workman ?
2. Whether the employer proves that this reference is not maintainable for the reasons mentioned in para. 1 of its written Statement ?
- 2A. Whether the Union proves that it has been duly authorised by the concerned workman to sponsor or spouse their cause ?
3. Whether the employer proves that the workman has been bonafide retrenched after complying with all the legal formalities ?

4. Whether the employer proves that the Company closed down the factory with effect from 21-5-1982, due to frequent break-down in the plant/machinery and equipment ?

Issues Nos. 2 and 2A to be deemed as preliminary issues.

7. My findings on the above issues are as follows for the reasons stated below:

1. In the negative.
2. In the negative.
- 2A. In the affirmative.
3. In the affirmative.
4. In the affirmative.

#### REASONS

8. The rival contentions of the parties to this dispute have been stated in the opening paragraphs of this judgment, which need no further repetition. Now, my learned predecessor Dr. Renato Noronha treated issue nos. 2 and 2-A preliminary issues and after considering the oral and documentary evidence led by the parties before him, he by his order dated 22-12-83 negated the employer's contention that this reference is not maintainable for the reasons stated in para. 1 of his written Statement and he further found that the union was duly authorised by the concerned workman to sponsor or spouse his cause. In view of the state of affairs, issue nos. 2 and 2-A will have to be answered accordingly.

9. That takes me to consider the crucial point involved in this case. Now, it is the workman's contention that he was illegally dismissed, which dismissal according to him was on account of victimisation, since he was the office bearer of the union, which had forwarded a charter of demands to the management. He has also contended that the mandatory provisions preceding the order of retrenchment were not complied with and hence on that ground also the order of termination is bad in law. As against this it is the employer's contention that the workman was found surplus and hence the management thought it un-necessary to continue the workman's services and hence he was retrenched after following all the mandatory provisions laid down in the Industrial Disputes Act. It has been contended that all the monetary benefits to which a reference has been made in Sec. 25F of the I. D. Act were offered to the workman but he refused to accept them in spite of the fact that the amount was sent to him by a Money Order.

10. Now, in order to substantiate his claim, the workman has examined himself and has also produced several documents. On behalf of the management two witnesses namely Shri A. P. Raiker, the Secretary of the Company and one clerk by name Sjuikar Gopal Kunde have been examined and the management also has produced the relevant documents. Now, before proceeding to consider the crucial point involved in this case I think it necessary to state in brief some of the facts which are either admitted or which can be otherwise taken as duly proved from the evidence on record.

11. Party I-Workman by name Ramesh Naik was appointed on 3-2-79 as an Operator in M/s Crunet Aerated Waters Pvt. Ltd., Margao. Subsequently, he was confirmed in the month of July, 1981. In the year 1979 the workers in this factory had not formed any union. However, in Sept., 1981 an Union was formed known as 'Oxygen and Aerated Waters Workers Union'. The present workman was the Jt. Treasurer of the Union. After the formation of the Union, the workers presented a charter of demands and thereafter it is the say of the workman that he was retrenched from service under a letter (Exb. 6) w.e.f., 20-11-81. It is the contention of the workman that no letter of termination was issued to him and that he was also not paid any compensation which is required to be paid u/s 25F of the I.D. Act. This is in substance with the evidence of the workman.

12. As against this evidence, the management has examined their Secretary by name A. P. Raiker. His evidence discloses that in the year 1979 the management decided to expand the manufacturing activities by working in double shifts. Before that, there was only one shift and about 15 workers serving in the factory. The Company thought of expansion because the Co., got two more agencies namely 'Kickapoo' and 'Double Seven'. Hence the present workman was appointed in the month of June, 1979. However, the evidence of Raiker discloses that although the management had obtained the above two agencies still the product manufactured by the Company did not attract market and hence the products of both the above referred Companies went out of market probably in

the year 1981. The Modern Bakeries also discontinued the supply of concentrate of 'Double Seven' of the Company. Thereafter the management thought it fit to manufacture its own product namely Ginger, Orange, Soda, etc., and hence it was decided to work in double shifts. It is under these circumstances, according to Mr. Raiker, the present workman who was on probation was confirmed in service. However, thereafter the machinery in the plant started giving troubles off and on and hence one Engineer by name Langrana was called to inspect the machinery. Accordingly, he inspected and recommended for over-hauling of the entire machinery. However, since the season of 1981 started from October, the management continued working the factory without repairing the machinery. Hence, unfortunately on 2-11-81 there was a major break down which lasted till 23-11-81 resulting in the stoppage of production. It is under these circumstances the management found that the present workman by name Ramesh Naik was a surplus whose services could not have been utilised and hence an order of retrenchment was issued against him. Thereafter some minor repairs were carried out but again there was a break-down on 25-3-82. Hence, the workers went on strike. Finally, the management had to close down its factory and accordingly a public notice was issued which can be found at Exb. 11. These are some of the established facts on the basis of which, I now advert myself to the crucial point involved in this case.

13. Now, whatever has been stated by witness A. P. Raiker on the material point has gone un-challenged and hence there is no reason why the same should not be accepted in proof of the fact that the services of the present workman were required to be discontinued, since he was found to be surplus. His evidence clearly discloses that on account of frequent break-downs, the factory could not run smoothly and after a major break-down which lasted for more than a week, the management had to close down the factory and the workmen also proceeded on strike. Thus, reading the evidence led by the management, there can be absolutely no doubt to conclude that the services of the present workman were required to be discontinued because he was found to be surplus. There is absolutely nothing proved by the workman to show that his services were discontinued by way of victimization because he had joined the Union and at the relevant time he was its Jt. Treasurer. There is absolutely nothing to show that there was any unfair practice adopted by the management in retrenching the present workman. However, since he was found to be surplus the management had no other goal but to discontinue the services of the present workman. Now, Shri B. G. Kamat has rightly pointed out that when the management found that the factory was not working properly and there was absolutely no market even for its own product it decided to retrench the present workman whose services were no more required. He has invited my attention to some of the observations of their Lordships of the Supreme Court in the case of *M/s Parry and Company Ltd., v/s P. C. Pal, Calcutta* and others reported in 1970 S. C. 1334, wherein in the head notes in para. (E & F) their Lordships have observed thus:

(E) Industrial Disputes Act (1947), Section 25-F  
Retrenchment — Right of employer to re-organise his business.

A person must be considered free to so arrange his business that he avoids a regulatory law and its penal consequences which he has, without the arrangement, no proper means of obeying. AIR 1968 SC 503, Ref. (para 12).

It is within the managerial discretion of an employer to organise and arrange his business in the manner he considers best. So long as that is done bonafide it is not competent for a tribunal to question its propriety. If a

scheme for such reorganization results in surplusage of employees no employer is expected to carry the burden of such economic dead-weight and retrenchment has to be accepted as inevitable, however unfortunate it is, so long as it is not vitiated by considerations of victimisation or unfair labour practice.

(F) Industrial Disputes Act (1947), Section 25-F — Retrenchment — When justified.

The management can retrench its employees only for proper reasons, which means that it must not be actuated by any motive of victimisation or any unfair labour practice. It is for the management to decide the strength of its labour force. If the number of employees exceeded the reasonable and legitimate needs of the undertaking it is open to the management to retrench them. Workmen may become surplus on the ground of rationalisation or economy reasonably or bona fide adopted by the management or on the ground of other industrial or trade reasons, and the right to effect retrenchment cannot normally be challenged but when there is a dispute about the validity of retrenchment the impugned retrenchment must be shown as justified on proper reasons, i. e. that it was not capricious or without rhyme or reason.

14. Thus relying on the aforesaid observations of their Lordships of the Supreme Court as applicable to the facts of the instant case, there can be no doubt to arrive at a conclusion that the services of the present workman were discontinued because he was found to be surplus.

15. After having considered and held as above, the next question that calls for determination is whether the mandatory provisions laid down in s. 25-F of the Industrial Disputes Act, have been complied with by the management. Now, the evidence led by the employer clearly discloses that an order of termination was duly issued to the workman. Now, the workman has no doubt stated that the letter of termination as such was not issued to him and instead he was called in the office and was orally informed that his services stood terminated. He has also made a further statement that he was not paid notice pay nor any retrenchment compensation. In his cross examination he has again re-affirmed his say by denying that a letter of termination along with retrenchment compensation was given to him but he refused to accept the same. However, the evidence of Shri A. P. Raiker clearly discloses that the letter of termination which can be found at Exb. 6 was duly issued to the workman but he refused to accept the same. To the same effect, there is the evidence of Sujika G. Kunde. She has produced this letter at Exb. 6 and has further added that one Krishna Cuncolienkar served this letter on Ramesh Naik but he did not accept this termination letter and hence the same was pasted on the notice board. She has further stated that the workman did not collect the dues as stated in the letter of termination. Now, in the letter of termination at Exb. 6, there is a clear offer of legal dues to which the workman was entitled. The relevant recitals are thus:

"You are hereby paid month's wages in lieu of notice and compensation due to you under Sec. 25-F of the Industrial Disputes Act, 1947, in addition to your normal wages upto-date. You are advised to collect your final settlement dues as above from our Margao Office today during working hours."

16. In view of this evidence, it is impossible to uphold the workman's contention that his services were orally terminated by calling him in the office, without paying him his legal dues. The evidence led by the management further reveals that since the workman refused to collect his legal dues on 18-11-81 i.e. prior to the date of termination (which it may be recalled was 20-1-81 the amount was sent by two Money Orders, one for Rs. 253.90 (Receipt No. 1876) and the

other for (Rs. 1000/— (Receipt No. 1877). However, the workman refused to accept the said two Money Orders as can be seen from the refused Money Order coupon produced by the employer at Exb. 8 (colly). Both these Money Orders were despatched on 19-11-81 i.e. prior to the date of termination and as such there was proper compliance to the provisions of Sec. 25-F of the Industrial Disputes Act as urged by Shri B. G. Kamat. To support his submission in this behalf he has also relied upon two rulings to which a reference will have to be made in brief. In the case of Indian Compressors Makers Corporation and Labour Court, Delhi, reported in 1976, F. L. R. 180. It has been observed by his lordship of Delhi High Court thus:

"It is necessary that payment of compensation within the meaning of section 25-F of the Act shall be made before and not after the workman is actually discharged. But if actual payment in cash at the very spot of retrenchment is insisted on it may lead to obvious difficulties. Care has to be taken that the management does not put off paying the workers which has to make its best endeavour to pay."

17. In the instant case, it was because the workman refused to accept the payment that the amount had to be sent to his address by Money order. In such case, it cannot be contended that the Money Order should reach the workman before the retrenchment took effect.

18. To the same effect, there are the observations of our High Court in the case of Oriental Metal Pressing Works (P) Ltd., v/s M.M. Kendrekar reported in F. L. R. 1981 (42) page 185. In this case also the evidence of the Company's witness showed that the workman was given notice which indicated to him that his pay and dues would be paid on the same day. However, the workman did not collect the dues although the payment was ready with the Cashier and the workman had to only approach the Cashier for collecting his dues. Hence, it was ruled that there was no substance in the contention advanced on behalf of the workman that he was not offered his dues at the time of the service of the notice of retrenchment and therefore there was a breach of the provisions of section 25-F of the Industrial Disputes Act.

19. Thus, respectfully following the ratio in the above two rulings as applicable to the facts in the instant case, I have come to an irresistible conclusion that the employer-Management had fully complied with the provisions laid down in Section 25-F of the Industrial Disputes Act and hence I reject the workman's contention that the order of retrenchment is bad in law for want of compliance to Sec. 25-F of the Act.

20. In view of my conclusions in the foregoing paragraphs, it follows that although the workman has proved that he was the Jt. Treasurer of the Union, still his dismissal was not on account of victimisation as alleged by him and hence issue No. 1 will have to be answered in the negative. I, further hold that the Employer-Management was fully justified in retrenching the workman after complying with all the legal formalities and hence issue No. 2 will have to be answered in the affirmative. I, further hold that the employer has further succeeded in proving that the Company closed down the factory with effect from 21-5-82 due to frequent break downs in the plant/machinery and equipment hence issue No. 4 will have to be answered in the affirmative.

21. In view of these findings, it follows that the action of the management of M/s Crunet Aerated Waters Pvt. Ltd., in terminating the services of Shri Ramesh Naik, Operator w. e. f., 20-11-81 is perfectly legal and justified and hence the workman is not entitled to any relief whatsoever. I, therefore pass the following order:

## ORDER

It is hereby declared that the action of the management of M/s. Crunet Aerated Waters Pvt. Ltd., Margao, in terminating the services of Shri Ramesh Naik, Operator, with effect from 20-11-81 is perfectly legal and justified and hence the workman Shri Ramesh Naik is not entitled to any relief whatsoever.

No order as to costs. Inform the Government accordingly about the passing of the award.

Sd/-

(M. A. Dhavale)  
Presiding Officer  
Industrial Tribunal

Order

No. 28/6/91-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 10th June, 1992.

# IN THE INDUSTRIAL TRIBUNAL, GOVERNMENT OF GOA AT PANAJI

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/10/91

Shri Anthonio Satan Cabral

— Workman/Party I

V/s

M/s. Monteiro Engineering Works

— Employer/Party II

Workman represented by Adv. T. Pereira.

Employer represented by Adv. P. J. Kamat.

Panaji, Dated: 25th May, 1992.

## AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947, the Government of Goa by its order No. 28/6/91-LAB dated 21-2-1991 has referred the following issue for adjudication by this Tribunal;

"Whether the action of the management of M/s Monteiro Engineering Works, Vaddem-Vasco-Goa, in terminating the services of Shri Anthonio S. Cabral with effect from 11-10-1990 is legal and justified?"

If not, to what relief the workman is entitled?"

2. On receipt of this reference a case at No. IT/10/91 was registered and notices were served to both the parties, in response to which they appeared and submitted their pleadings which can be found at exbs. 6, 10 and 11. On the basis of the pleadings, I framed the necessary issues at Exb. 13 and thereafter the matter was posted for hearing. However, on the adjourned date of hearing which was 28th April, 1992, it was submitted by Shri P. J. Kamat for the Employer that there was every possibility of settling the claim out of court and hence some time be given for filing a settlement. Hence the case was adjourned to this date. On this day, both the parties appeared and submitted a settlement which can be

found at Exb. 15. Along with the settlement the learned Advocates for both the parties have submitted that in terms of the settlement a consent award be passed. The terms of the settlement were duly verified before me by the parties and their learned advocates which is also attested by two more witnesses. On going through the terms, I have found that they are certainly in the interest of Party I. Workman and hence I accept the suggestion made by the learned advocates for both the sides in their application at Exb. 14 and pass the following consent award.

#### ORDER

In terms of the settlement at Exb. 15, the following consent award is passed:

1. It is agreed between the parties that the Employer shall pay a sum of Rs. 16,000/- (Rupees sixteen thousand only) to the workman towards full and final settlement of all his legal dues including Gratuity, Earned wages, Leave Encashment etc.

2. It is agreed between the parties that in view of payment of the amount in cl. (1) above the workman shall have no claim of whatsoever nature against the Employer and that all his claims are conclusively settled, and that similarly the employer shall have no claim of whatsoever nature against the workman.

3. It is agreed between the parties that the Employer shall pay the amount in three instalments. The first instalment of Rs. 6000/- shall be paid on or before 31st May, 1992, second instalment of Rs. 5000/- on or before 30th June 1992 and the last instalment of Rs. 5000/- on or before 31st July 1992.

4. No order as to costs. Inform the Government accordingly.

Sd/-

(M. A. Dhavale).  
Presiding Officer,  
Industrial Tribunal

#### Corrigendum

In the Notification of the Registrar of Cooperative Societies No. 48/3/93/TS/465 dated 19-11-93 published at page 539 of the Official Gazette, Series II No. 34 dated 24-11-94 read "D. C. Sahoo" instead of "A. C. Sahoo" before the date of the Notification.